

#### RETURN OFFERS TO: RETOURNER LES OFFRES A :

Bid Receiving/Réception des soumissions c/o Commissionaires, F Division 6101 Dewdney Ave Regina, SK S4P 3K7

#### Fax: 306-780-5232

Réception des soumissions Gendarmerie royale du Canada Service des acquisitions et des marchés,

aux soins de commissionnaires, division F 6101 avenue dewdney Regina SK S4P 3K7

# REQUEST FOR STANDING OFFER

Regional Master Standing Offer (RMSO)

# DEMANDE D'OFFRES À COMMANDES

Offre à commandes maître régionale (OCMR)

Proposal to: Royal Canadian Mounted Police

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Gendarmerie royale du Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaires :

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT NE COMPORTE PAS UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

<b>Title – Sujet</b> Vehicle Partition and Partition Transfer Kits for Alberta, British Columbia, Saskatchewan and Manitoba			<b>Dat</b> Dec	<b>e</b> æmber 22, 2021	
Solicitation M9424-21-3	<b>No. – Nº de l'inv</b> 157/A	itation			
Client Refer 202103157	rence No No. D	e Référence	du Client		
Solicitation	Closes – L'invita	ation prend fi	in		
At /à :	2 :00 PM			HNC	Г (Central Standard Time) С (Heure Normale du tre)
On / le :	January 25, 202	2		1	
<b>Delivery - L</b> See herein - présentes		Taxes - Tax See herein présentes		лх	<b>Duty – Droits</b> See herein — Voir aux présentes
	o <b>f Goods and Se</b> — Voir aux présen		stinations	des	biens et services
"D" Division			"E" Div	ision	
1091 Portag			Building	g 115	0 – 5450 Korea Road
Winnipeg, M	1B R3C 3K2		Chilliwa	ack B	C V2R 0N7
"F" Division			"K" Div	ision	
6101 Dewdr	ney Ave		11136 - 109th St		
Regina SK	S4P 3J7		Edmonton AB T5G 2T4		
Address Ind Adresser to	oute demande de	renseigneme	ents à		
	va : Procurement				
<b>Telephone</b> 639-625-415	No. – No. de télép 51	ohone	Facsimi 306-780-		. – No. de télécopieur
<b>Delivery Re</b> <b>Livraison e</b> See herein -	<b>quired</b> – <b>xigée</b> — Voir aux présen	tes	Delivery Livraiso	Offe n pro	red – posée
	n Name, Address nt du fournisseur			- Rais	son sociale, adresse et
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#### PART 1 - GENERAL INFORMATION

#### 1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Requirement, the Basis of Payment, the Certificate of Independent Bid Determination, the Federal Contractors Program for Employment Equity – Certification and any other annexes

#### 1.2 Summary

The Royal Canadian Mounted Police (RCMP) requires a Standing Offer Agreement (SOA) for the supply and delivery of Vehicle Partition and Partition Transfer Kits for Alberta, British Columbia, Saskatchewan and Manitoba Provinces, on an "as required" basis.

The Standing Offer period will be for one (1) year from the date of the SOA with an irrevocable option to extend the term of the Standing Offer for two (2) additional one (1) year option periods.

#### 1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

#### 1.4 Debriefings

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#### 1.5 Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the <u>Recourse Mechanisms</u> page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the <u>Office of the Procurement Ombudsman (OPO)</u>.

https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challengeand-recourse-mechanisms

http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html

#### **1.6** Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's press release provides additional information.

#### **PART 2 - OFFEROR INSTRUCTIONS**

#### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The <u>2006</u> (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of <u>2006</u>, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 90 days

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#### 2.1.1 SACC Manual Clauses

M0019T (2007-05-25), Firm Price and /or Rates M0222T (2016-01-28), Evaluation of Price-Canadian /Foreign Offers M1004T (2016-01-28), Condition of Material – Offer



#### 2.2 Submission of Offers

Offers must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile or email to RCMP will not be accepted.

NOTE: The RCMP has not been approved for offer submission by epost Connect service.

#### 2.3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

#### 2.4. Applicable Laws

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The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

#### 2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful offeror on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: <u>corporate\_accounting@rcmp-grc.gc.ca</u>



#### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

#### 3.1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (one hard copies)

Section II: Financial Offer (one hard copies)

Section III: Certifications (one hard copies)

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of their hard copy offer.

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <u>Policy on Green Procurement</u> (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment.

#### 3.1.1 Payment by Credit Card

If the Offeror is willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 1 to Part 3 Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 1 to Part 3 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

#### 3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation.

#### Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.





# ATTACHMENT 1 to PART 3 OF THE REQUEST FOR STANDING OFFERS

#### ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- () VISA Acquisition Card (<\$10K);
- () MasterCard Acquisition Card (<10K);
- () Direct Deposit (Domestic and International);

#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 4.1.1 Technical Evaluation

#### 4.1.1.1 Mandatory Technical Criteria

a) Must be able to provide all the items listed in Annex A- Requirement (by submitting a bid, the bidder is stating that they can and are able to provide the items listed in Annex "A" requirement).

Compliance: Yes \_\_\_\_\_ No \_\_\_\_

b) Must be able to provide pricing for all the items listed in Annex "B" - Basis Payment

Compliance: Yes \_\_\_\_\_ No \_\_\_\_

#### 4.1.2 Financial Evaluation

4.1.2.1 SACC Manual Clause M0222T (2016-01-28), Evaluation of Price-Canadian/Foreign Bidders.

#### 4.2 Basis of Selection

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**4.2.1** An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.



# PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

#### 5.1 Certifications Precedent to Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

#### 5.1.1 Integrity Provisions

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In accordance with the section titled Information to be provided when bidding, contracting, or entering into a real property agreement subject to the *Ineligibility and Suspension Policy* (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process:

- Declaration of Convicted Offences Integrity Declaration Form (as applicable)
- Required Documentation (List of names for integrity verification form)

Please see the <u>Forms for the Integrity Regime</u> website for further details (http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html).

#### 5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <u>Employment and</u> <u>Social Development Canada (ESDC) – Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "<u>FCP Limited</u> <u>Eligibility to Bid"</u> list at the time of issuing of a Standing Offer or during the period of the Standing Offer.



# 5.1.3 Additional Certifications Precedent to Issuance of a Standing Offer

# 5.1.3.1 Independent Bid Determination

The attached Certificate of Independent Bid Determination (attached Attachment "1") has been developed by the federal Competition Bureau for use by the Contacting Authority when calling for bids, tenders or quotations. The intention of this documentation is to deter bidrigging by requiring bidders to disclose, to the Contracting Authority, all material facts about any communications and arrangements which the bidder has entered into with competitors regarding the call for tenders.

# ATTACHMENT 1 to PART 5 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

(Corporate Name of Recipient of this Submission)

for: \_

(Name and Number of Bid and Project)

in response to the call or request (hereinafter "call") for bids made by:

(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

(Corporate Name of Bidder or Tenderer [hereinafter "Bidder"]

I certify, on behalf of:

that:

- 1. I have read and I understand the contents of this Certificate:
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
- 4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
- 5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
  - (a) has been requested to submit a bid in response to this call for bids;
  - (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;





Royal Canadian Gendarmerie royale Mounted Police du Canada

6. the Bidder discloses that (check one of the following, as applicable):
(a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;

(b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

- 7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
  - (b) methods, factors or formulas used to calculate prices;
  - (c) the intention or decision to submit, or not to submit, a bid; or
  - (d) the submission of a bid which does not meet the specifications of the call for bids;

except as specifically disclosed pursuant to paragraph (6)(b) above;

- in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
- 9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)

(Position Title)

(Date)



#### PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

#### A. STANDING OFFER

- 6.1 Offer
  - 6.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

#### 6.2 Security Requirements

**6.2.1** There is no security requirement applicable to the Standing Offer.

#### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

#### 6.3.1 General Conditions

<u>2005</u> (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### 6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex entitled "C". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows: first quarter: April 1 to June 30 second quarter: July 1 to September 30 third quarter: October 1 to December 31 fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than thirty (30) calendar days after the end of the reporting period.



#### 6.4 Term of Standing Offer

#### 6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of issuance for a period of one (1) year.

#### 6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2), one (1) year option period, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority one (1) day before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### 6.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified on individual Call-Ups against of the Standing Offer.

#### 6.5. Authorities

#### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Qyitayo Ziwa Royal Canadian Mounted Police Telephone: 639-625-4151 Facsimile: 306-780-5232 E-mail address: Qyitayo.ziwa@rcmp-grc.gc.ca

The Standing Offer Authority is responsible for the establishment and administration of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Contracting Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Contracting Authority.

#### 6.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.



#### 6.5.3 Offeror's Representative

The Contractor's Representative responsible for general enquiries and delivery follow-up is: (*The Offeroor's Representative will be identified at Standing Offer Agreement Award*)

Name: Title:	 	
Organization:	 	
Telephone: Facsimile:	 	

E-mail address:

#### 6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: The Royal Canadian Mounted Police located in British Columbia ("E" Division), Alberta ("K" Division), Saskatchewan ("F" Division) and Manitoba ("D" Divisions).

#### 6.7 Call-up Procedures

The Identified User authorized to make call-ups against the Standing Offer as follows:

- a) Authorized call-ups against this Standing Offer must be made using the duly completed forms identified in section 7.9, Call-up Instrument, by methods such as facsimile, electronic mail or any other method deemed acceptable by both the Identified User and the Offeror.
- b) No cost incurred before the receipt of a sign call-up or equivalent document can be charged to this Standing Offer.
- c) If by error or omission the Identified User fails to apply the correct price as listed in Annex B, or applies it improperly, it will be the responsibility of the Offeror to notify the Identified User of the error prior to starting the work.
- d) Any modifications to the original call-up must be supported by the issuance of an amended call-up form.

#### 6.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below.

- 1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
- 2. Any of the following forms may be used which are available through <u>PWGSC Forms Catalogue</u> website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer





#### 6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).

#### 6.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_(to be inserted at award) (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3)\_months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority

#### 6.11 **Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions <u>2005</u> (2017-06-21), General Conditions Standing Offers Goods or Services
- d) Annex A, Statement of Requirement;
- e) Annex B, Basis of Payment;
- f) the Offeror's offer dated \_\_\_\_\_

#### 6.12. Procurement Ombudsman

#### 6.12.1 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the <u>OPO website</u>.

#### 6.12.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at <u>www.opo-boa.gc.ca</u>.



# 6.13 Certifications and Additional Information

#### 6.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

#### 6.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta, British Columbia, Manitoba and Saskatchewan.

#### 6.15 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

#### **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

#### 6.1 Statement of Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

#### 6.2 Standard Clauses and Conditions

#### 6.2.1 General Conditions

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2010A (2020-05-28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section (16) Interest on Overdue Accounts, of (2020-05-28), will not apply to payments made by credit cards.



#### 6.3 Term of Contract

#### 6.3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

#### 6.3.2 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

#### 6.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

#### 6.5 Payment

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#### 6.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the contract, the Contractor will be paid a firm unit price(s) in accordance with the basis of payment, in Annex B. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

#### 6.5.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

#### 6.5.3 Multiple Payments

SACC Manual clause H1001C, (2008-05-12) Multiple Payments

#### 6.5.4 SACC Manual Clauses

SACC Manual clause C2000C, (2007-11-30) Taxes-Foreign-Based Contractor

#### 6.5.5 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card (<\$10,000);
- b. MasterCard Acquisition Card (<\$10,000);
- c. Direct Deposit (Domestic and International);



#### 6.6 Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Invoices must be distributed as follows:
- 2. The original must be forwarded to the address shown on the Call-Up for certification and payment

#### 6.7 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirements

#### 6.8 SACC Manual Clauses

SACC Manual clause B7500C (2006-06-16), Excess Goods

#### 6.9 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

#### 6.10 Environment Considerations

Where applicable, Contractors are encouraged to:

- Deliverables:
  - Provide and transmit draft reports, final reports and bids in electronic format. Should printed material be required, the use of double sided printing in black and white format is required unless otherwise specified by the Project Authority.
  - When printed material is requested, the minimum recycled content of 30% is required and/or certified as originating from a sustainably managed forest.
  - Recycle unneeded printed documents (in accordance with Security Requirements).
- Travel Requirements/Meetings:
  - Conducting meetings via telephone, teleconference, and/or video conferencing in order to minimize travel requirements is preferred;
  - Contractors are encouraged to access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to that link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
  - o Contractors are encouraged to use of public/green transit where feasible.
- Shipping Requirements:
  - Minimize packaging
  - o Include recycled content in packaging;
  - Re-use packaging;
  - o Include a provision for a take-back program for packaging;
  - Reduce/eliminate toxics in packaging





# ANNEX A STATEMENT OF REQUIREMENT

The supply and delivery of Setina Vehicle Recessed Partition and Partition Transfer Kits for the Royal Canadian Mounted Police (RCMP) Post Garages in Alberta, British Columbia, Saskatchewan, and Manitoba Provinces.

The Setina Vehicle Recessed Partition Polycarbonate components must have Scratch Resistant Coated Polycarbonate.

The Setina Vehicle Recessed Partitions and transfer kits must be shipped to the identified Post Garage within 25 days of callup.

# **Stream A - Full Partition Kits**

Item	Vehicle Model	Manufacturer Part Number
		10-VS-RP Tahoe 21+
A.1	Chevrolet Tahoe 2021+	With RCMP Approved Fillers and Recessed Panel
		10-VS-RP Silverado 1500CC 21+
A.2	Chevrolet Silverado CrewCab 1500 2021+	With RCMP Approved Fillers and Recessed Panel
		10-VS-RP Silverado 2500CC 21+
A.3	Chevrolet Silverado 2500 CrewCab 2021+	With RCMP Approved Fillers and Recessed Panel
		10-VS-RP F150CC 21+
A.4	Ford F150 CrewCab 2021+	With RCMP Approved Fillers and Recessed Panel
		10-VS-RP F250CC 21+
A.5	Ford F250 CrewCab 2021+	With RCMP Approved Fillers and Recessed Panel
		10-VS-RP RAM 1500CC 21+
A.6	Ram 1500 CrewCab 2021+	With RCMP Approved Fillers and Recessed Panel
		10-VS-RP RAM 2500CC 21+
A.7	Ram 2500 CrewCab 2021+	With RCMP Approved Fillers and Recessed Panel
		10-VS-RP ITU 21+
A.8	Ford Interceptor SUV 2021	With RCMP Approved Fillers and Recessed Panel
		10-VS-RP Durango 21+
A.9	Dodge Durango SUV 2021+	With RCMP Approved Fillers and Recessed Panel



# Stream B - Transfer Kits

Item	Vehicle Model	Manufacturer Part Number
		Tahoe 21+ Transfer Kit
B.1	Chevrolet Tahoe 2021+	With RCMP Approved Fillers and Recessed Panel
		Silverado 1500CC 21+ Transfer kit
B.2	Chevrolet Silverado 1500 CrewCab 2021+	With RCMP Approved Fillers and Recessed Panel
		Silverado 2500CC 21+ Transfer kit
B.3	Chevrolet Silverado 2500 CrewCab 2021+	With RCMP Approved Fillers and Recessed Panel
		F150CC 21+ Transfer kit
B.4	Ford F150 CrewCab 2021+	With RCMP Approved Fillers and Recessed Panel
		F250CC 21+ Transfer kit
B.5	Ford F250 CrewCab 2021+	With RCMP Approved Fillers and Recessed Panel
		RAM 1500CC 21+ Transfer kit
B.6	Ram 1500 CrewCab 2021+	With RCMP Approved Fillers and Recessed Panel
		RAM 2500CC 21+ Transfer kit
B.7	Ram 2500 CrewCab 2021+	With RCMP Approved Fillers and Recessed Panel
		Ford ITU 21+ Transfer kit
B.8	Ford Interceptor SUV 2021	With RCMP Approved Fillers and Recessed Panel
		Durango 21+ Transfer kit
B.9	Dodge Durango SUV 2021+	With RCMP Approved Fillers and Recessed Panel



# ANNEX "B" BASIS OF PAYMENT

- All prices are to be quoted in Canadian dollars
- GST is to be excluded from prices quoted herein.
- GST will be shown as a separate item on the invoice
- FOB Destination (Delivered Duty Paid)
- Quantities are for evaluation purposes only.
- It is estimated that shields will be ordered in quantities of 6 (of varying shields)
- It is estimated that Transfer kits will be ordered in quantities of 6 (of varying transfer kits)

# 1. Year One (1) – From date of Issuance of the Standing Offer for a period of one (1) year.

### Table 1.1: Stream A-Full Partition Kits

Delivery To	Quantity (a)	Price per Partition (b)	Extended Price (a x b)
Alberta	35	\$/Partition (with delivery to AB)	\$
British Columbia	35	\$/Partition (with delivery to BC)	\$
Manitoba	35	\$/ Partition (with delivery to MB)	\$
Saskatchewan	35	\$/Partition (with delivery to SK)	\$
Total Table 1.1	1	·	\$

#### Table 1.2 Stream B-Transfer Kits

Delivery To	Quantity (a)	Price per Partition (b)	Extended Price (a x b)
Alberta	95	\$/Partition (with delivery to AB)	\$
British Columbia	95	\$/Partition (with delivery to BC)	\$
Manitoba	95	\$/ Partition (with delivery to MB)	\$
Saskatchewan	95	\$/Partition (with delivery to SK)	\$
Total Table 1.2			\$



# 2. Option Year One (1) – From end of Standing Offer term for a period of one (1) year, if exercised.

Delivery To	Quantity (a)	Price per Partition (b)	Extended Price (a x b)
Alberta	35	\$/Partition (with delivery to AB)	\$
British Columbia	35	\$/Partition (with delivery to BC)	\$
Manitoba	35	\$/ Partition (with delivery to MB)	\$
Saskatchewan	35	\$/Partition (with delivery to SK)	\$
Total Table 2.1	1	L	\$

# Table 2.1: Stream A-Full Partition Kits

# Table 2.2 Stream B-Transfer Kits

Delivery To	Quantity (a)	Price per Partition (b)	Extended Price (a x b)
Alberta	95	\$/Partition (with delivery to AB)	\$
British Columbia	95	\$/Partition (with delivery to BC)	\$
Manitoba	95	\$/ Partition (with delivery to MB)	\$
Saskatchewan	95	\$/Partition (with delivery to SK)	\$
Total Table 2.2	·		\$

# 3. Option Year Two (2) – From end of option one (1) for a period of one (1) year, if exercised.

Delivery To	Quantity (a)	Price per Partition (b)	Extended Price (a x b)
Alberta	35	\$/Partition (with delivery to AB)	\$
British Columbia	35	\$/Partition (with delivery to BC)	\$
Manitoba	35	\$/ Partition (with delivery to MB)	\$
Saskatchewan	35	\$/Partition (with delivery to SK)	\$
Total Table 3.1		I	\$

# Table 3.1: Stream A-Full Partition Kits

#### Table 3.2 Stream B-Transfer Kits

Delivery To	Quantity (a)	Price per Partition (b)	Extended Price (a x b)
Alberta	95	\$/Partition (with delivery to AB)	\$
British Columbia	95	\$/Partition (with delivery to BC)	\$
Manitoba	95	\$/ Partition (with delivery to MB)	\$
Saskatchewan	95	\$/Partition (with delivery to SK)	\$
Total Table 3.2			\$



FOR EVALUATION PURPOSES ONLY	
Total Assessed Price	
Total Table 1.1. (Sum of Extend Price) = \$	
Total Table 1.2 (Sum of Extend Price) = \$	
Total Table 2.1 (Sum of Extend Price) = \$	
Total Table 2.2 (Sum of Extend Price) = \$	
Total Table 3.1 (Sum of Extend Price) = \$	
Total Table 3.2 (Sum of Extend Price) = \$	
Total Assessed Price \$	-



# ANNEX "D" STANDING OFFER USAGE REPORT

### **Quarterly Usage Report Schedule:**

1st quarter: April 1 to June 30; 2nd quarter: July 1 to September 30; 3rd quarter: October 1 to December 31; 4th quarter: January 1 to March 31.

SUPPLIER: \_\_\_\_\_

STANDING OFFER NO:

DEPARTMENT OR AGENCY: Royal Canadian Mounted Police

# REPORTING PERIOD:

ltem No.	Call Up Description	Total value of each Call Up (GST not included)

NIL REPORT: We have not done any business with the RCMP for this period []

PREPARED BY:

NAME: \_\_\_\_\_\_\_ TELEPHONE NO.:\_\_\_\_\_\_

SIGNATURE: \_\_\_\_\_\_ DATE: \_\_\_\_\_